

**UNITED STATES DISTRICT COURT**  
EASTERN DISTRICT OF CALIFORNIA

PHIL SAMPSON,

Plaintiff,

v.

GILLESPIE, et al.,

Defendants.

Case No. 1:20-cv-00322-DAD-SAB

ORDER ENTERING STIPULATED  
PROTECTIVE ORDER RE CONFIDENTIAL  
DOCUMENTS

(ECF No. 26)

**STIPULATED PROTECTIVE ORDER**

**1. SCOPE OF PROTECTION.**

The protections conferred by the parties' Stipulation and this Order cover not only Protected Material/Confidential Documents (as defined above), but also (1) any information copied or extracted from Protected Material; (2) all copies, excerpts, summaries, or compilations of Protected Material; and (3) any testimony, conversations, or presentations by Parties or their Counsel that might reveal Protected Material. However, the protections conferred by the parties' Stipulation and this Order do *not* cover the following information: (a) any information that is in the public domain at the time of disclosure to a Receiving Party or becomes part of the public

1 domain after its disclosure to a Receiving Party as a result of publication not involving a violation  
2 of this Order, including becoming part of the public record through trial or otherwise; and (b) any  
3 information known to the Receiving Party prior to the disclosure or obtained by the Receiving  
4 Party after the disclosure from a source who obtained the information lawfully and under no  
5 obligation of confidentiality to the Designating Party.

6 The Definitions section of the parties' associated Stipulation (§ 2) is incorporated by  
7 reference herein.

8 **Any use of Protected Material at trial shall be governed by the Orders of the trial**  
9 **judge: this Stipulation and its associated Protective Order do not govern the use of**  
10 **Protected Material at trial.**

11 **2. PURPOSES AND LIMITATIONS.**

12 Disclosure and discovery activity in this action are likely to involve production of  
13 confidential, proprietary, or private information for which special protection from public  
14 disclosure and from use for any purpose other than prosecuting or defending this litigation would  
15 be warranted. Accordingly, the parties have stipulated to and petitioned the court to enter the  
16 following Order.

17 The parties have acknowledged that this Order does not confer blanket protections on all  
18 disclosures or responses to discovery and that the protection it affords extends only to the  
19 specified information or items that are entitled, under the applicable legal principles, to treatment  
20 as confidential.

21 The parties further acknowledge, as set forth below, that this Order creates no entitlement  
22 to file confidential information under seal, except to the extent specified herein; Eastern District  
23 Local Rules 141, 141.1, 143, 230 and/or 251 forth the procedures that must be followed and  
24 reflects the standards that will be applied when a party seeks permission from the court to file  
25 material under seal.

26 Nothing in this Order shall be construed so as to require or mandate that any Party  
27 disclose or produce privileged information or records that could be designated as Confidential  
28 Documents/Protected Material hereunder.

1     **3.     DURATION OF PROTECTION.**

2             Even after final disposition of this litigation, the confidentiality obligations imposed by  
3     this Order shall remain in effect until a Designating Party agrees otherwise in writing or a court  
4     order otherwise directs.

5             Final disposition shall be deemed to be the later of (1) dismissal of all claims and defenses  
6     in this action, with or without prejudice; and (2) final judgment herein after the completion and  
7     exhaustion of all appeals, rehearings, remands, trials, or reviews of this action, including the time  
8     limits for filing any motions or applications for extension of time pursuant to applicable law.

9     **4.     DESIGNATION OF PROTECTED MATERIAL**

10            4.1.   Exercise of Restraint and Care in Designating Material for Protection.

11     Each Party or non-party that designates information or items for protection under the parties'  
12     Stipulation and this Order must take care to limit any such designation to specific material that  
13     qualifies under the appropriate standards. A Designating Party must take care to designate for  
14     protection only those parts of material, documents, items, or oral or written communications that  
15     qualify – so that other portions of the material, documents, items or communications for which  
16     protection is not warranted are not swept unjustifiably within the ambit of this Order.

17            Mass, indiscriminate, or routine designations are prohibited. Designations that are shown  
18     to be clearly unjustified, or that have been made for an improper purpose (e.g., to unnecessarily  
19     encumber or inhibit the case development process, or to impose unnecessary expenses and  
20     burdens on other parties), expose the Designating Party to sanctions.

21            If it comes to a Party's or a non-party's attention that information or items that it  
22     designated for protection do not qualify for protection at all, or do not qualify for the level of  
23     protection initially asserted, that Party or non-party must promptly notify all other parties that it is  
24     withdrawing the mistaken designation.

25            4.2.   Manner and Timing of Designations. Except as otherwise provided in this Order,  
26     or as otherwise stipulated or ordered, material that qualifies for protection under this Order must  
27     be clearly so designated before the material is disclosed or produced.

28     Designation in conformity with this Order requires:

1 (a) for information in documentary form (apart from transcripts of depositions or other  
2 pretrial or trial proceedings, and regardless of whether produced in hardcopy or electronic form),  
3 that the Producing Party affix the legend “CONFIDENTIAL” to each page that contains Protected  
4 Material. If only a portion or portions of the material on a page qualifies for protection, the  
5 Producing Party also must clearly identify the protected portion(s) (e.g., by making appropriate  
6 markings in the margins) and must specify, for each portion that it is “CONFIDENTIAL.” The  
7 placement of such “CONFIDENTIAL” stamp on such page(s) shall not obstruct the substance of  
8 the page’s (or pages’) text or content.

9 A Party or Non-Party that makes original documents or materials available for inspection  
10 need not designate them for protection until after the inspecting Party has indicated which  
11 material it would like copied and produced. During the inspection and before the designation, all  
12 of the material made available for inspection shall be deemed “CONFIDENTIAL.” After the  
13 inspecting Party has identified the documents it wants copied and produced, the Producing Party  
14 must determine which documents, or portions thereof, qualify for protection under this Order.  
15 Then, before producing the specified documents, the Producing Party must affix the  
16 “CONFIDENTIAL” legend to each page that contains Protected Material. If only a portion or  
17 portions of the material on a page qualifies for protection, the Producing Party also must clearly  
18 identify the protected portion(s) (e.g., by making appropriate markings in the margins).

19 (b) for testimony given in deposition or in other pretrial or trial proceedings, that the  
20 Party or non-party offering or sponsoring the testimony identify on the record, before the close of  
21 the deposition, hearing, or other proceeding, all protected testimony, and further specify any  
22 portions of the testimony that qualify as “CONFIDENTIAL.” When it is impractical to identify  
23 separately each portion of testimony that is entitled to protection, and when it appears that  
24 substantial portions of the testimony may qualify for protection, the Producing Party may invoke  
25 on the record (before the deposition or proceeding is concluded) a right to have up to twenty (20)  
26 days to identify the specific portions of the testimony as “CONFIDENTIAL.” Only those  
27 portions of the testimony that are appropriately designated as “CONFIDENTIAL” for protection  
28 within the 20 days shall be covered by the provisions of the parties’ Stipulation and this

1 Protective Order.

2 Transcript pages containing Protected Material must be separately bound by the court  
3 reporter, who must affix to each such page the legend “CONFIDENTIAL,” as instructed by the  
4 Producing Party.

5 (c) for information produced in some form other than documentary, and for any other  
6 tangible items (including but not limited to information produced on disc or electronic data  
7 storage device), that the Producing Party affix in a prominent place on the exterior of the  
8 container or containers in which the information or item is stored the legend “CONFIDENTIAL.”  
9 If only portions of the information or item warrant protection, the Producing Party, to the extent  
10 practicable, shall identify the protected portions, specifying the material as “CONFIDENTIAL.”

11 4.3. Inadvertent Failures to Designate. If timely corrected (preferably, though not  
12 necessarily, within 30 days of production or disclosure of such material), an inadvertent failure to  
13 designate qualified information or items as “CONFIDENTIAL” does not, standing alone, waive  
14 the Designating Party’s right to secure protection under the parties’ Stipulation and this Order for  
15 such material. If material is appropriately designated as “CONFIDENTIAL” *after* the material  
16 was initially produced, the Receiving Party, on timely notification of the designation, must make  
17 reasonable efforts to assure that the material is treated in accordance with the parties’ Stipulation  
18 and this Order.

19 4.4. Alteration of Confidentiality Stamp Prohibited. A Receiving Party shall not alter,  
20 edit, or modify any Protected Material so as to conceal, obscure, or remove a “CONFIDENTIAL”  
21 stamp or legend thereon; nor shall a Receiving Party take any other action so as to make it appear  
22 that Protected Material is not subject to the terms and provisions of the parties’ Stipulation and  
23 this Order. However, nothing in this section shall be construed so as to prevent a Receiving Party  
24 from challenging a confidentiality designation subject to the provisions of section 4, *infra*.

25 **5. CHALLENGING CONFIDENTIALITY DESIGNATIONS.**

26 5.1. Timing of Challenges. Any Party or Non-Party may challenge a designation of  
27 confidentiality at any time that is consistent with the Court’s Scheduling Order. Unless a prompt  
28 challenge to a Designating Party’s confidentiality designation is necessary to avoid foreseeable

1 substantial unfairness, unnecessary economic burdens, or a later significant disruption or delay of  
2 the litigation, a Party does not waive its right to challenge a confidentiality designation by  
3 electing not to mount a challenge promptly after the original designation is disclosed.

4 5.2. Meet and Confer. Prior to challenging a confidentiality designation, a Challenging  
5 Party shall initiate a dispute resolution process by providing written notice of each specific  
6 designation it is challenging, and describing the basis (and supporting authority or argument) for  
7 each challenge. To avoid ambiguity as to whether a challenge has been made, the written notice  
8 must recite that the challenge to confidentiality is being made in accordance with this specific  
9 paragraph of this Protective Order. The parties shall attempt to resolve each challenge in good  
10 faith and must begin the process by conferring directly (in voice to voice dialogue, either in  
11 person, telephonically, or by other comparable means, but *not* by correspondence) within 14 days  
12 of the date of service of notice.

13 In conferring, the Challenging Party must explain the specific basis for its belief that the  
14 confidentiality designation was not proper and must give the Designating Party an opportunity to  
15 review the designated material, to reconsider the circumstances, and, if no change in designation  
16 is offered, to explain the basis for the chosen designation. A Challenging Party may proceed to  
17 the next stage of the challenge process only if it has engaged in this meet and confer process first  
18 or establishes that the Designating Party is unwilling to participate in the meet and confer process  
19 in a timely manner.

20 Frivolous challenges, and those challenges made for an improper purpose (*e.g.*, to harass  
21 or impose unnecessary expenses and burdens on other parties), may expose the Challenging Party  
22 to sanctions.

23 5.3. Judicial Intervention. If the Parties cannot resolve a confidentiality challenge  
24 without court intervention, the Challenging Party shall file and serve a motion to remove  
25 confidentiality (under the applicable rules for filing and service of discovery motions) within 14  
26 days of the parties agreeing that the meet and confer process will not resolve their dispute, or by  
27 the first day of trial of this matter, whichever date is earlier – unless the parties agree in writing to  
28 a longer time.

1 The parties must strictly comply with Eastern District Local Rules 141, 141.1, 143, 230  
2 and/or 251 (including the joint statement re discovery dispute requirement) in any motion  
3 associated with this Protective Order.

4 Each such motion must be accompanied by a competent declaration affirming that the  
5 movant has complied with the meet and confer requirements imposed in the preceding paragraph.  
6 In addition, the Challenging Party may file a motion challenging a confidentiality designation at  
7 any time if there is good cause for doing so, including a challenge to the designation of a  
8 deposition transcript or any portions thereof. Any motion brought pursuant to this provision must  
9 be accompanied by a competent declaration affirming that the movant has complied with the meet  
10 and confer requirements imposed by the preceding paragraph.

11 The burden of persuasion in any such challenge proceeding shall be on the Designating  
12 Party, regardless of whether the Designating Party is the moving party or whether such Party  
13 sought or opposes judicial intervention. Frivolous challenges, and those made for an improper  
14 purpose (*e.g.*, to harass or impose unnecessary expenses and burdens on other parties) may  
15 expose the Challenging Party to sanctions. Unless the Designating Party has waived the  
16 confidentiality designation by failing to oppose a motion to remove confidentiality as described  
17 above, all parties shall continue to afford the material in question the level of protection to which  
18 it is entitled under the Producing Party's designation until the court rules on the challenge.

19 5.4. Withdrawal of "CONFIDENTIAL" Designation. At its discretion, a Designating  
20 Party may remove Protected Material/Confidential Documents from some or all of the protections  
21 and provisions of the parties' Stipulation and this Order at any time by any of the following  
22 methods:

23 (a) Express Written Withdrawal. A Designating Party may withdraw a  
24 "CONFIDENTIAL" designation made to any specified Protected Material/Confidential  
25 Documents from some or all of the protections of the parties' Stipulation and this Order by an  
26 express withdrawal in a writing signed by such Party (or such Party's Counsel, but not including  
27 staff of such Counsel) that specifies and itemizes the Disclosure or Discovery Material previously  
28 designated as Protected Material/Confidential Documents that shall no longer be subject to all or

1 some of the provisions of the parties' Stipulation and Order. Such express withdrawal shall be  
2 effective when transmitted or served upon the Receiving Party. If a Designating Party is  
3 withdrawing Protected Material from only some of the provisions/protections of the parties'  
4 Stipulation and this Order, such Party must state which specific provisions are no longer to be  
5 enforced as to the specified material for which confidentiality protection hereunder is withdrawn:  
6 otherwise, such withdrawal shall be construed as a withdrawal of such material from all of the  
7 protections/provisions of the parties' Stipulation and this Order;

8 (b) Express Withdrawal on the Record. A Designating Party may withdraw a  
9 "CONFIDENTIAL" designation made to any specified Protected Material/ Confidential  
10 Documents from all of the provisions/protections of the parties' Stipulation and this Order by  
11 verbally consenting in court proceedings on the record to such withdrawal – provided that such  
12 withdrawal specifies the Disclosure or Discovery Material previously designated as Protected  
13 Material/Confidential Documents that shall no longer be subject to any of the provisions of the  
14 parties' Stipulation and this Order. A Designating Party is not permitted to withdraw Protected  
15 Material from only some of the protections/ provisions of the parties' Stipulation and this Order  
16 by this method;

17 (c) Implicit Withdrawal by Publication or Failure to Oppose Challenge. A  
18 Designating Party shall be construed to have withdrawn a "CONFIDENTIAL" designation made  
19 to any specified Protected Material/Confidential Documents from all of the provisions/protections  
20 of the parties' Stipulation and this Order by either (1) making such Protected  
21 Material/Confidential Records part of the public record – including but not limited to attaching  
22 such as exhibits to any filing with the court without moving, prior to such filing, for the court to  
23 seal such records; or (2) failing to timely oppose a Challenging Party's motion to remove a  
24 "CONFIDENTIAL" designation to specified Protected Material/Confidential Documents.

25 Nothing in the parties' Stipulation and this Order shall be construed so as to require any  
26 Party to file Protected Material/Confidential Documents under seal, unless expressly specified  
27 herein.

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1     **6. ACCESS TO AND USE OF PROTECTED MATERIAL.**

2           6.1.   Basic Principles. A Receiving Party may use Protected Material that is disclosed  
3 or produced by another Party or by a non-party in connection with this case only for preparing,  
4 prosecuting, defending, or attempting to settle this litigation – up to and including final  
5 disposition of the above-entitled action – and not for any other purpose, including any other  
6 litigation or dispute outside the scope of this action. Such Protected Material may be disclosed  
7 only to the categories of persons and under the conditions described in the parties’ Stipulation and  
8 this Order. When the above entitled litigation has been terminated, a Receiving Party must  
9 comply with the provisions of section 9, below (FINAL DISPOSITION).

10 Protected Material must be stored and maintained by a Receiving Party at a location and in a  
11 secure manner that ensures that access is limited to the persons authorized under the parties’  
12 Stipulation and its Order.

13           6.2.   Disclosure of “CONFIDENTIAL” Information or Items. Unless otherwise  
14 ordered by the Court or permitted in writing by the Designating Party, a Receiving Party may  
15 disclose any information or item designated CONFIDENTIAL only to:

16           (a)   the Receiving Party’s Outside Counsel of record in this action, as well as  
17 employees of such Counsel to whom it is reasonably necessary to disclose the information for this  
18 litigation;

19           (b)   the officers, directors, and employees (including House Counsel) of the Receiving  
20 Party to whom disclosure is reasonably necessary for this litigation – each of whom, by accepting  
21 receipt of such Protected Material, thereby agree to be bound by the parties’ Stipulation and this  
22 Order;

23           (c)   Experts (as defined in the parties’ Stipulation and this Order) of the Receiving  
24 Party to whom disclosure is reasonably necessary for this litigation – each of whom, by accepting  
25 receipt of such Protected Material, thereby agree to be bound by the parties’ Stipulation and this  
26 Order;

27           (d)   court reporters, their staffs, and Professional Vendors to whom disclosure is  
28 reasonably necessary for this litigation – each of whom, by accepting receipt of such Protected

1 Material, thereby agree to be bound by the parties' Stipulation and this Order;

2 (e) during their depositions, witnesses in the action to whom disclosure is reasonably  
3 necessary – each of whom, by accepting receipt of such Protected Material, thereby agree to be  
4 bound by the parties' Stipulation and this Order. Pages of transcribed deposition testimony or  
5 exhibits to depositions that reveal Protected Material may not be disclosed to anyone except as  
6 permitted under the parties' Stipulation and this Protective Order.

7 (f) the author or custodian of a document containing the information that constitutes  
8 Protected Material, or other person who otherwise possessed or knew the information.

9 6.3. Notice of Confidentiality. Prior to producing or disclosing Protected  
10 Material/Confidential Documents to persons to whom the parties' Stipulation and this Order  
11 permits disclosure or production (see section 5.2, *supra*), a Receiving Party shall provide a copy  
12 of the parties' Stipulation and Order to such persons so as to put such persons on notice as to the  
13 restrictions imposed upon them herein: except that, for court reporters, Professional Vendors, and  
14 for witnesses being provided with Protected Material during a deposition, it shall be sufficient  
15 notice for Counsel for the Receiving Party to give the witness a verbal admonition (on the record,  
16 for witnesses) regarding the provisions of the parties' Stipulation and this Order and such  
17 provisions' applicability to specified Protected Material at issue.

18 6.4. Reservation of Rights. Nothing in the parties' Stipulation and this Order shall be  
19 construed so as to require any Producing Party to designate any records or materials as  
20 "CONFIDENTIAL." Nothing in the parties' Stipulation or this Order shall be construed so as to  
21 prevent the admission of Protected Material into evidence at the trial of this action, or in any  
22 appellate proceedings for this action, solely on the basis that such Disclosure or Discovery  
23 Material has been designated as Protected Material/Confidential Documents. Notwithstanding  
24 the foregoing, nothing in the parties' Stipulation or this Order shall be construed as a waiver of  
25 any privileges or of any rights to object to the use or admission into evidence of any Protected  
26 Material in any proceeding; nor shall anything herein be construed as a concession that any  
27 privileges asserted or objections made are valid or applicable.

28 Nothing in the parties' Stipulation or this Order shall be construed so as to prevent the

Designating Party (or its Counsel or custodian of records) from having access to and using Protected Material designated by that Party in the manner in which such persons or entities would typically use such materials in the normal course of their duties or profession – except that the waiver of confidentiality provisions shall apply (see section 4.4(c), *supra*).

6.5. Requirement to File Confidential Documents Under Seal. Confidential Documents may be submitted in all law and motion proceedings before the Court if done so under seal pursuant to Federal Rules of Civil Procedure 5.2 and 26 and/or United States District Court, Eastern District of California Local Rules 141, 141.1, 143, 230 and/or 251 (as applicable) and pursuant to the provisions of the parties' Stipulation and this Order. If any Receiving Party attaches any Confidential Documents to any pleading, motion, or other paper to be filed, lodged, or otherwise submitted to the Court, such Confidential Document(s) shall be filed/lodged under seal pursuant to Federal Rules of Civil Procedure 5.2 and 26 and/or United States District Court, Eastern District of California Local Rules 141, 141.1, 143, 230 and/or 251 to the extent applicable.

However, this paragraph (§ 6.5) shall not be construed so as to prevent a Designating Party or counsel from submitting, filing, lodging, or publishing any document it has previously designated as a Confidential Document without compliance with this paragraph's requirement to do so under seal (i.e., a producing-disclosing party or counsel may submit or publish its own Confidential Documents without being in violation of the terms of the parties' Stipulation and this Protective Order).

Furthermore, a Receiving Party shall be exempted from the requirements of this paragraph as to any specifically identified Confidential Document(s) where – prior to the submission or publication of the Confidential Document(s) at issue – the Designating Party of such specifically identified Confidential Document(s) has waived/withdrawn the protections of the parties' Stipulation and this Order (pursuant to paragraph 4.4, *supra*).

A Receiving Party shall also be exempt from the sealing requirements of this paragraph (§ 6.5) where the Confidential Documents/Protected Material at issue is/are **not** documents, records, or information regarding:

(1) private, personal information contained in peace officer personnel files (such as social security numbers, driver's license numbers or comparable personal government identification numbers, residential addresses, compensation or pension or personal property information, credit card numbers or credit information, dates of birth, tax records and information, information related to the identity of an officer's family members or co-residents, and comparable personal information about the officer or his family);

(2) any internal affairs or comparable investigation by any law enforcement agency into alleged officer misconduct; and/or

(3) the medical records or records of psychiatric or psychological treatment of any peace officer or party to this action.

Nothing in this paragraph shall be construed to bind the Court or its authorized staff so as to limit or prevent the publication of any Confidential Documents to the jury or factfinder, at the time of trial of this matter, where the Court has deemed such Confidential Documents to be admissible into evidence.

**7. PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED IN OTHER LITIGATION.**

If a Party is served with a subpoena or a court order issued in other litigation that compels disclosure of any information or items designated in this action as "CONFIDENTIAL," that Party must:

(a) promptly notify in writing the Designating Party, preferably (though not necessarily) by facsimile or electronic mail. Such notification shall include a copy of the subpoena or court order at issue;

(b) promptly notify in writing the party who caused the subpoena or order to issue in the other litigation that some or all of the material covered by the subpoena or order is subject to the parties' Stipulation and this Protective Order. Such notification shall include a copy of the parties' Stipulation and this Protective Order; and

(c) cooperate with respect to all reasonable procedures sought to be pursued by all sides in any such situation, while adhering to the terms of the parties' Stipulation and this Order.

1 If the Designating Party timely seeks a protective order, the Party served with the  
2 subpoena or court order shall not produce any information designated in this action as  
3 “CONFIDENTIAL” before a determination by the court from which the subpoena or order  
4 issued, unless the Party has obtained the Designating Party’s permission. The Designating Party  
5 shall bear the burden and expense of seeking protection in that court of its confidential material –  
6 and nothing in these provisions should be construed as authorizing or encouraging a Receiving  
7 Party in this action to disobey a lawful directive from another court.

8 The purpose of this section is to ensure that the affected Party has a meaningful  
9 opportunity to preserve its confidentiality interests in the court from which the subpoena or court  
10 order issued.

11 **8. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL.**

12 8.1. Unauthorized Disclosure of Protected Material.

13 If a Receiving Party learns that, by inadvertence or otherwise, it has disclosed Protected Material  
14 to any person or in any circumstance not authorized under the parties’ Stipulation and this Order,  
15 the Receiving Party must immediately:

16 (a) notify in writing the Designating Party of the unauthorized disclosures;

17 (b) use its best efforts to retrieve all copies of the Protected Material;

18 (c) inform the person or persons to whom unauthorized disclosures were made of all the  
19 terms of this Order; and

20 (d) request such person or persons consent to be bound by the Stipulation and this Order.

21 8.2. Inadvertent Production of Privileged or Otherwise Protected Material.

22 When a Producing Party gives notice to Receiving Parties that certain inadvertently produced  
23 material is subject to a claim of privilege or other protection, the obligations of the Receiving  
24 Parties are those set forth in Federal Rule of Civil Procedure 26(b)(5)(B). This provision is not  
25 intended to modify whatever procedure may be established in an e-discovery order that provides  
26 for production without prior privilege review. Pursuant to Federal Rule of Evidence 502(d) and  
27 (e), insofar as the parties reach an agreement on the effect of disclosure of a communication or  
28 information covered by the attorney-client privilege or work product protection, the parties may

1 incorporate their agreement in the stipulated protective order submitted to the court.

2 **9. PUBLICATION OF PROTECTED MATERIAL PROHIBITED.**

3 9.1. Filing of Protected Material.

4 Without advance written permission from the Designating Party, or a court order secured  
5 after appropriate notice to all interested persons, a Receiving Party may not file in the public  
6 record in this action any Protected Material. A Party that seeks to file under seal any Protected  
7 Material must comply with the applicable Federal and Local Rules.

8 9.2. Public Dissemination of Protected Material.

9 A Receiving Party shall not publish, release, post, or disseminate Protected Material to  
10 any persons except those specifically delineated and authorized by the parties' Stipulation and  
11 this Order (see section 5, *supra*); nor shall a Receiving Party publish, release, leak, post, or  
12 disseminate Protected Material/Confidential Documents to any news media, member of the press,  
13 website, or public forum (except as permitted under this Order regarding filings with the court in  
14 this action and under seal).

15 **10. FINAL DISPOSITION.**

16 Unless otherwise ordered or agreed in writing by the Producing Party, within thirty (30)  
17 days after the final termination of this action (defined as the dismissal or entry of judgment by the  
18 above named court, or if an appeal is filed, the disposition of the appeal), upon written request by  
19 the Producing Party, each Receiving Party must return all Protected Material to the Producing  
20 Party – whether retained by the Receiving Party or its Counsel, Experts, Professional Vendors,  
21 agents, or any non-party to whom the Receiving Party produced or shared such records or  
22 information. As used in this subdivision, “all Protected Material” includes all copies, abstracts,  
23 compilations, summaries or any other form of reproducing or capturing any of the Protected  
24 Material, regardless of the medium (hardcopy, electronic, or otherwise) in which such Protected  
25 Material is stored or retained.

26 In the alternative, at the discretion of the Receiving Party, the Receiving Party may  
27 destroy some or all of the Protected Material instead of returning it – unless such Protected  
28 Material is an original, in which case, the Receiving Party must obtain the Producing Party's

1 written consent before destroying such original Protected Material.

2 Whether the Protected Material is returned or destroyed, the Receiving Party must submit  
3 a written certification to the Producing Party (and, if not the same person or entity, to the  
4 Designating Party) within thirty (30) days of the aforementioned written request by the  
5 Designating Party that specifically identifies (by category, where appropriate) all the Protected  
6 Material that was returned or destroyed and that affirms that the Receiving Party has not retained  
7 any copies, abstracts, compilations, summaries or other forms of reproducing or capturing any of  
8 the Protected material (in any medium, including but not limited to any hardcopy, electronic or  
9 digital copy, or otherwise).

10 Notwithstanding this provision, Counsel are entitled to retain an archival copy of all  
11 pleadings, motion papers, transcripts, legal memoranda filed with the court in this action, as well  
12 as any correspondence or attorney work product prepared by Counsel for the Receiving Party,  
13 even if such materials contain Protected Material; however, any such archival copies that contain  
14 or constitute Protected Material remain subject to this Protective Order as set forth in Section 2,  
15 above. This court shall retain jurisdiction in the event that a Designating Party elects to seek  
16 court sanctions for violation of the parties' Stipulation and this Order.

17 **11. MISCELLANEOUS.**

18 11.1. Right to Further Relief. Nothing in the parties' Stipulation or this Order abridges  
19 the right of any person to seek its modification by the Court in the future.

20 11.2. Right to Assert Other Objections. By stipulating to the entry of this Protective  
21 Order pursuant to the parties' Stipulation, no Party waives any right it otherwise would have to  
22 object to disclosing or producing any information or item on any ground not addressed in the  
23 parties' Stipulation or this Order. Similarly, no Party waives any right to object on any ground to  
24 use in evidence any of the material covered by the parties' Stipulation and this Protective Order.

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**COURT ORDER ENTERING STIPULATED PROTECTIVE ORDER**

Pursuant to the stipulation of the parties and good cause appearing, IT IS HEREBY ORDERED that:

1. The above stipulated protective order is ENTERED;
2. The provisions of the parties' stipulation and this protective order shall remain in effect until further order of the Court;
3. The parties are advised that pursuant to the Local Rules of the United States District Court, Eastern District of California, any documents which are to be filed under seal will require a written request which complies with Local Rule 141;
4. The party making a request to file documents under seal shall be required to show either good cause or compelling reasons to seal the documents, depending on the type of filing, Pintos v. Pac. Creditors Ass'n, 605 F.3d 665, 677–78 (9th Cir. 2009); Ctr. for Auto Safety v. Chrysler Grp., LLC, 809 F.3d 1092, 1101 (9th Cir. 2016); and
5. If a party's request to file Protected Material under seal is denied by the Court, then the previously filed material shall be immediately accepted by the court and become information in the public record and the information will be deemed filed as of the date that the request to file the Protected Information under seal was made.

IT IS SO ORDERED.

Dated: **July 7, 2022**

  
UNITED STATES MAGISTRATE JUDGE